

CONRAIL

8985 *c*

RECORDATION NO. Filed & Recorded

8985

RECORDATION NO. Filed & Recorded

SEP 9 1977 10 22 AM

SEP 9 1977 10 22 AM
RECEIVED

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION
SEP 9 10 23 AM '77

RECORDATION NO. 8985-B
..... Filed & Recorded

SEP 9 1977 10 22 AM

I.C.C.
FEE OPERATION BR.

7-252A034

September 9, 1977 INTERSTATE COMMERCE COMMISSION

SEP 9 1977

Robert L. Oswald, Secretary
Interstate Commerce Commission
12th & Constitution Ave., N.W.
Washington, D.C. 20423

8985A Date
RECORDATION NO. Filed & Recorded Fee \$ 100
SEP 9 1977 10 22 AM
ICC Washington, D. C.

Dear Mr. Oswald:

INTERSTATE COMMERCE COMMISSION

Pursuant to Section 20c of the Interstate Commerce Act and as provided by Volume 49 Code of Federal Regulations Sections 1116.1 through 1116.4, we present the following documents, all dated as of June 1, 1977, for recordation:

- (A) Conditional Sale Agreement between Thrall Car Manufacturing Company, Pullman Incorporated (Pullman Standard Division), Whittaker Corporation (Berwick Forge Fabricating Division), and First Security Bank of Utah, N.A., as Trustee;
- (B) Agreement and Assignment between Thrall Car Manufacturing Company, Pullman Incorporated (Pullman Standard Division), Whittaker Corporation (Berwick Forge Fabricating Division), and Mellon Bank, N.A., as Agent;
- (C) Lease of Railroad Equipment between Consolidated Rail Corporation and First Security Bank of Utah, N.A., as Trustee;
- (D) Assignment of Lease and Agreement between First Security Bank of Utah, N.A., as Trustee, and Mellon Bank, N.A., as Agent.

The names and addresses of the parties to the documents are:

(i) With respect to the Conditional Sale Agreement described under (A):

Vendors	Thrall Car Manufacturing Company 26th & State Streets Chicago Heights, Illinois 60411
	Pullman Incorporated (Pullman Standard Division) 200 South Michigan Avenue Chicago, Illinois 60604
	Whittaker Corporation (Berwick Forge & Fabricating Division) West Eighth Street Berwick, Pennsylvania 18601
Purchaser	First Security Bank of Utah, N.A., as Trustee 79 South Main Street Salt Lake City, Utah 84111

(ii) With respect to the Agreement and Assignment described under (B):

Assignors	Thrall Car Manufacturing Company 26th & State Streets Chicago Heights, Illinois 60411
	Pullman Incorporated (Pullman Standard Division) 200 South Michigan Avenue Chicago, Illinois 60604
	Whittaker Corporation (Berwick Forge & Fabricating Division) West Eighth Street Berwick, Pennsylvania 18601
Assignee	Mellon Bank, N.A., as Agent Mellon Square Pittsburgh, Pennsylvania 15230

(iii) With respect to the Lease of Railroad Equipment described under (C):

Lessor First Security Bank of Utah, N.A.,
 as Trustee
 79 South Main Street
 Salt Lake City, Utah 84111

Lessee Consolidated Rail Corporation
 1310 Six Penn Center Plaza
 Philadelphia, PA. 19104

(iv) With respect to the Assignment of Lease and Agreement described under (D):

Assignor First Security Bank of Utah, N.A.,
 as Trustee
 79 South Main Street
 Salt Lake City, Utah 84111

Assignee Mellon Bank, N.A., as Agent
 Mellon Square
 Pittsburgh, Pennsylvania 15230

The equipment covered by the documents is:

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>No. of Units</u>	<u>Marked*</u>	<u>Numbers (Inclusive)</u>
Coil Steel Flatcars	GBS	300	Conrail	628001-628300
Covered Hopper Cars	LO	400	Conrail	883600-883999
Sixty Foot Boxcars	XP	122	Conrail	223001-223122

*Each unit will have marked thereon the following legend:

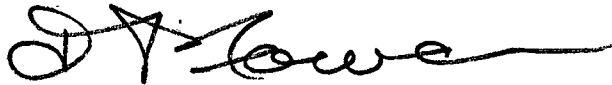
"Owner by a bank or trust company under a security agreement filed under the Interstate Commerce Act Section 20c and leased under a lease deposited in accordance with Section 86 of The Railway Act of Canada."

These documents have not been previously recorded with the Interstate Commerce Commission.

Our check in the amount of \$100.00 is enclosed to cover the recordation fees.

After retaining a counterpart original of the documents please return the remaining copies, stamped with your recordation number, to Consolidated Rail Corporation, Room 1138, Six Penn Center Plaza, Philadelphia, Pennsylvania, 19104, in the custody of the individual presenting them for recordation.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "J.T. Rowan", with a long horizontal flourish extending to the right.

Joseph T. Rowan
Assistant Corporate Counsel

JTR:smg

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

9/9/77

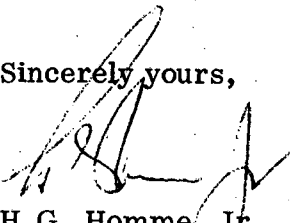
OFFICE OF THE SECRETARY

Joseph T. Rowan
Assistance Corp. Counsel
Consolidated Rail Corp. Rm. 1138
Six Penn Center Plaza
Phila. Pa. 19104

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **9/9/77** at **10:30am**,
and assigned recordation number(s)

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

8985
8985-A
8985-B
8985-C

Enclosure(s)

8985-14

REGISTRATION NO. Filed & Recorded

SEP 9 1977-10 30 AM

INTERSTATE COMMERCE COMMISSION

AGREEMENT AND ASSIGNMENT

Dated as of June 1, 1977

between each of

THRALL CAR MANUFACTURING COMPANY, PULLMAN INCORPORATED
(PULLMAN STANDARD DIVISION), and WHITTAKER CORPORATION
(BERWICK FORGE & FABRICATING DIVISION)

and

MELLON BANK, N.A., not in
its individual capacity but
solely as Agent

AGREEMENT AND ASSIGNMENT dated as of June 1, 1977, between each of THRALL CAR MANUFACTURING COMPANY, PULLMAN INCORPORATED (PULLMAN DIVISION) and WHITTAKER CORPORATION (BERWICK FORGE & FABRICATING DIVISION) CORP. (hereafter together called the Builders) and MELLON BANK, N.A., not in its individual capacity but solely as Agent (hereinafter called the Assignee when acting in its capacity as Agent).

WHEREAS the Builders and First Security Bank of Utah, National Association, as Trustee (hereinafter called the Vendee when acting in its capacity as Trustee) under a Trust Agreement dated as of the date hereof with Steiner Sea, Air & Rail Co., CI Transportation Leasing Corporation and The Fifth Third Leasing Company, as beneficial owners (hereinafter called the Beneficiaries), have entered into a Conditional Sale Agreement dated as of the date hereof (hereinafter called the Conditional Sale Agreement) covering the construction, sale and delivery, on the conditions therein set forth, by the Builders and the purchase by the Vendee of the railroad equipment described in Annex B to the Conditional Sale Agreement (said equipment being hereinafter called the Equipment), the original counterpart of which has been delivered by the Builders to the Assignee; and

WHEREAS the Vendee and CONSOLIDATED RAIL CORPORATION (hereinafter called the Lessee) have entered into a Lease of Railroad Equipment dated as of the date hereof (hereinafter called the Lease) providing for the lease to the Lessee of the Equipment;

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT (hereinafter called this Assignment) WITNESSETH: that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Assignee to the Builders, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. Each of the Builders hereby assigns, transfers and sets over unto the Assignee, its successors and assigns:

(a) all the right, title and interest of each Builder in and to each unit of the Equipment manufactured by it when and as severally delivered to and accepted by the Vendee, subject to payment by the Assignee to the Builders of the amount required to be paid pursuant to Section 4 hereof and subject to the payment by the Vendee pursuant to subparagraph (a) of the third paragraph of Article 4 of the Conditional Sale Agreement;

(b) all the right, title and interest of the Builders in and to the Conditional Sale Agreement (except the right to construct and deliver the Equipment and the right to receive the payments specified in subparagraph (a) of the third paragraph of Article 4 thereof and reimbursement for taxes paid or incurred by the Builders), and, except as aforesaid, in and to any and all amounts which may be or becomes due or owing to the Builders under the Conditional Sale Agreement on account of the indebtedness in respect of the Purchase Price (as defined in the Conditional Sale Agreement) of the Equipment and interest thereon, and in and to any other sums becoming due from the Vendee under the Conditional Sale Agreement, other than those hereinabove excluded; and

(c) except as limited by subparagraph (b) of this Section, all the Builders' rights, titles, powers, privileges and remedies under the Conditional Sale Agreement;

without any recourse hereunder, however, against the Builders for or on account of the failure of the Vendee to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Conditional Sale Agreement; provided, however, that this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the obligations of the Builders to deliver the Equipment in accordance with the Conditional Sale Agreement or with respect to their respective warranties and agreements referred to in Article 13 of the Conditional Sale Agreement or relieve the Vendee from its obligations to the Builders contained in Articles 2, 3, 4, 6 and 13 of the Conditional Sale Agreement, it being understood and agreed that, notwithstanding this Assignment, or any subsequent assignment pursuant to the provisions of

Article 14 of the Conditional Sale Agreement, all obligations of the Builders to the Vendee with respect to the Equipment shall be and remain enforceable by the Vendee, its successors and assigns, against and only against the Builders. In furtherance of the foregoing assignment and transfer, the Builders hereby authorize and empower the Assignee in the Assignee's own name, or in the name of the Assignee's nominee, or in the name of and as attorney, hereby irrevocably constituted, for the Builders, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and compliance by the Vendee with the terms and agreements on its part to be performed under the Conditional Sale Agreement, but at the expense and liability and for the sole benefit of the Assignee.

SECTION 2. Each Builder agrees that it shall construct the Equipment to be built by it in full accordance with the Conditional Sale Agreement and will deliver the same upon completion to the Vendee in accordance with the provisions of the Conditional Sale Agreement; and that, notwithstanding this Assignment, it will perform and fully comply with each of and all the covenants and conditions of the Conditional Sale Agreement set forth to be performed and complied with by such Builder. Each Builder further agrees that it will warrant to the Assignee and the Vendee that at the time of delivery and acceptance of each unit of the Equipment to be constructed by it under the Conditional Sale Agreement it had legal title to such unit and good and lawful right to sell such unit and that such unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Vendee under the Conditional Sale Agreement and the rights of the Lessee under the Lease; and each Builder further agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by that Builder under the Conditional Sale Agreement; all subject, however, to the provisions of the Conditional Sale Agreement and the rights of the Vendee thereunder. Each Builder agrees that it will not deliver any of the Equipment to the Vendee under the Conditional Sale Agreement (i) until the Conditional Sale Agreement and the Lease have been filed and recorded in accordance with Section 20c of the Interstate Commerce Act and Section 86 of the Railway Act of Canada (the

Builder and its counsel being entitled to rely on advice from special counsel for the Assignee that such filings and recordation have occurred), (ii) until that Builder shall have been notified in writing by or on behalf of the Assignee that the conditions contained in Paragraph 7 of the Participation Agreement dated as of the date hereof (hereinafter called the Participation Agreement) among the Assignee, the Lessee, the Beneficiary, the Vendee and the parties named in Schedule A thereto have been met (the Builders and their respective counsel being entitled to rely on advice from special counsel for the Assignee that such filing and recordation have occurred and such conditions have been met), (iii) until that Builder shall have been notified in writing by the Vendee that the conditions contained in Paragraph 8 of the Participation Agreement have been met or (iv) if that Builder has been notified in writing by the Assignee or the Vendee of the commencement of any proceedings specified in clauses (c) or (d) of Article 15 of the Conditional Sale Agreement or of the occurrence of any event of default (as described in said Article 15) or event which, with the lapse of time and/or demand, could constitute such an event of default.

SECTION 3. Each Builder agrees with the Assignee that in any suit, proceeding or action brought by the Assignee under the Conditional Sale Agreement for any installment of, or interest on, indebtedness in respect of the Purchase Price of the Equipment constructed by it or to enforce any provision of the Conditional Sale Agreement, such Builder will indemnify, protect and hold harmless the Assignee from and against all expenses, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever claimed by the Vendee or the Lessee arising out of a breach by such Builder of any obligation with respect to such Equipment or the manufacture, construction, delivery or warranty thereof, or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Vendee or the Lessee by such Builder. The Builders' obligations so to indemnify, protect and hold harmless the Assignee are conditional upon (a) the Assignee's timely motion or other appropriate action, on the basis of Article 14 of the Conditional Sale Agreement, to strike any defense, setoff, counterclaim or recoupment asserted by the Vendee or the Lessee in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such

suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Assignee's prompt notification to the appropriate Builder of the asserted defense, setoff, counterclaim or recoupment and the Assignee's giving the appropriate Builder the right, at such Builder's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

Except in cases of articles or materials specified by the Lessee and not manufactured by a Builder with respect to Equipment manufactured by it and in cases of design, processes, formulae, or combinations specified by the Lessee and not developed or purported to be developed by such Builder, each Builder agrees, except as otherwise specifically provided in Article 13 of the Conditional Sale Agreement, to indemnify, protect and hold harmless the Assignee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Assignee or its assigns because of the use in or about the construction or operation of any of the Equipment constructed by such Builder of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Assignee will give prompt notice to the appropriate Builder of any claim actually known to the Assignee which is based upon any such alleged infringement and will give such Builder the right, at such Builder's expense, to compromise, settle or defend against such claim. Each Builder agrees that any amounts payable to it by the Vendee or the Lessee with respect to the Equipment, whether pursuant to the Conditional Sale Agreement or otherwise, not hereby assigned to the Assignee, shall not be secured by any lien, charge or security interest upon the Equipment or any unit thereof.

SECTION 4. The Assignee, on each Closing Date fixed as provided in Article 4 of the Conditional Sale Agreement with respect to a Group (as defined in said Article 4) of the Equipment, shall pay to the Builder whose Equipment is included in the Group of Equipment being settled for on that date an amount equal to the portion of the Purchase Price thereof which, under the terms of said Article 4, is payable in installments, provided that there shall have been delivered to the Assignee on or prior to such Closing

Date, the following documents, in form and substance satisfactory to it and to its special counsel, Messrs. Morgan, Lewis & Bockius, in such number of counterparts as may be reasonably requested by said special counsel; and provided, further, that should the rights of the Vendee with respect to any unit or units of Equipment be assigned to the Lessee pursuant to the operation of Section 10(a) of the Lease, the obligation of the Lessee to pay the amounts required to be paid the Builder under the Conditional Sale Agreement with respect to said unit or units shall be subject to the receipt by the Lessee of the following documents:

(a) a bill of sale from such Builder to the Assignee transferring to the Assignee the security interest of such Builder in such units, warranting to the Assignee and to the Vendee that, at the time of delivery of such units under the Conditional Sale Agreement, such Builder had legal title to such units and good and lawful right to sell such units and such units were free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Vendee under the Conditional Sale Agreement, the Assignee under this Agreement and Assignment and the rights of the Lessee under the Lease, and covenanting to defend the title to such units against demands of all persons whomsoever based on claims originating prior to the delivery of such units by such Builder under the Conditional Sale Agreement;

(b) a Certificate or Certificates of Acceptance with respect to the units of the Equipment in such Group as contemplated by Article 3 of the Conditional Sale Agreement and Section 2 of the Lease;

(c) an invoice of such Builder for such units of the Equipment in such Group accompanied by or having endorsed thereon a certification by the Vendee and the Lessee as to their approval thereof;

(d) an opinion of counsel for such Builder, dated as of such Closing Date, addressed to the Assignee and the Vendee, to the effect that the aforesaid bill of sale has been duly authorized,

executed and delivered by such Builder and that the aforesaid instruments are valid and effective to vest in the Assignee the security interest of such Builder in, and in the Vendee title to, the units of the Equipment in such Group, free from all claims, liens, security interests and other encumbrances (other than those created by the Conditional Sale Agreement and this Agreement and Assignment and the rights of the Lessee under the Lease) arising from, through or under such Builder; and

(e) a receipt from such Builder for any payment (other than the payment being made by the Assignee pursuant to the first paragraph of this Section 4) required to be made on such Closing Date to such Builder with respect to the Equipment, unless such payment is made by the Assignee with funds furnished to it for that purpose by the Vendee.

In giving the opinions specified in subparagraph (d) of this Section 4, counsel may rely on the opinion of the in-house counsel of the particular Builder and/or on the opinion of other counsel, mutually satisfactory to the Builder, the Assignee and the Vendee.

The obligation of the Assignee hereunder to make payment for any of the Equipment assigned hereunder is hereby expressly conditioned (i) upon the Assignee having on deposit or immediately available to it sufficient funds to make such payment, and upon payment by the Vendee of the amount required to be paid by it pursuant to subparagraph (a) of the third paragraph of Article 4 of the Conditional Sale Agreement; and (ii) upon no proceeding having been commenced and no event having occurred of the type specified in clause (iv) of Section 2 hereof, and there having been delivered to the Assignee Officer's certificates, dated as of such Closing Date, of the Vendee and of the Lessee to that effect.

SECTION 5. The Assignee may assign all or any of its rights under the Conditional Sale Agreement, including the right to receive any payments due or to become due to it from the Vendee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, and upon

giving the written notice required in Article 14 of the Conditional Sale Agreement, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 6. Each of the Builders hereby:

(a) represents and warrants to the Assignee, the Vendee and their successors and assigns, that this Assignment and the Conditional Sale Agreement were duly authorized by it and lawfully executed and delivered by it for valid consideration, that, assuming due authorization, execution and delivery by the Vendee, and the Assignee, this Assignment and the Conditional Sale Agreement are, insofar as the Builder is concerned, legal, valid and existing agreements binding upon the Builder in accordance with their terms and that, insofar as the Builder is concerned, they are now in force without amendment thereto;

(b) agrees that it will from time to time, at the request of the Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do all such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Assignee or intended so to be;

(c) agrees that, subsequent to payment of the sums due it hereunder and under the Conditional Sale Agreement upon request of the Assignee, its successors and assigns, it will execute any and all instruments which may be necessary or proper in order to discharge of record the Conditional Sale Agreement or any other instrument evidencing any interest of the Builder therein or in the Equipment; and

(d) agrees that, should the Lessee be assigned the Conditional Sale Agreement with respect to any unit or units of Equipment pursuant to the operation of Section 10(a) of the Lease, it will look only to the Lessee for the satisfaction of the Builder's rights under the Con-

ditional Sale Agreement with respect to such unit or units and will modify the Purchase Price as may be required by Section 10(a) of the Lease.

SECTION 7. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Pennsylvania; provided, however, that the parties shall be entitled to all the rights conferred by Section 20c of the Interstate Commerce Act, the applicable recording laws of Canada and the Provinces thereof, and such additional rights arising out of the filing, recording or depositing of the Conditional Sale Agreement or this Assignment as shall be conferred by the laws of the several jurisdictions in which the Conditional Sale Agreement or this Assignment shall be filed, recorded or deposited, or in which the Equipment shall be located, and any rights arising out of the marking on the units of Equipment.

At the time of the first delivery of any unit of the Equipment, each Builder will deliver to the Vendee and the Assignee an opinion of counsel dated such first delivery date, in form and substance satisfactory to the Investors and their special counsel, to the effect that this Assignment has been duly authorized, executed and delivered by each of the Builders and, insofar as the Builders are concerned, constitutes a legal, valid and binding agreement.

SECTION 8. It is understood and agreed that notwithstanding anything to the contrary contained in the Conditional Sale Agreement, an Event of Default under the Lease resulting from the nonpayment by the Lessee of payments of rent due thereunder shall not be or result in an event of default under the Conditional Sale Agreement if the Vendee shall have made, within twenty (20) days of the rental payment date corresponding to the date on which the missed rent payment was due, the payment due under the Conditional Sale Agreement (notwithstanding the limitations of the last paragraph of Article 4 and Article 21 thereof); provided, however, that the Vendee shall have no obligation to make any payments under the foregoing clause with respect to a subsequent Event of Default by virtue of its having previously made any payments thereunder; and, provided, further, that during the term of the Conditional

Sale Agreement and to and including January 25, 1985, the Vendee shall have the right, but not the obligation, to make up to four successive payments under the foregoing clause (unless from time to time after any missed rent payment the Lessee shall make any rent payment in which event the Vendee shall again have the right, but not the obligation, to make up to four successive payments under the foregoing clause), and provided, further, that during the term of the Conditional Sale Agreement and subsequent to January 25, 1985, the Vendee shall have the right, but not the obligation, to make up to three successive payments under the foregoing clause (unless from time to time after any missed rent payment the Lessee shall make any rent payment in which event the Vendee shall again have the right, but not the obligation, to make up to three successive payments under the foregoing clause).

SECTION 9. This Assignment may be executed in any number of counterparts, such counterparts together constituting but one and the same contract, but the counterpart marked Original Counterpart delivered to the Assignee shall be deemed to be the original counterpart and all other counterparts shall be deemed to be duplicates thereof. Although for convenience this Assignment is dated as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

SECTION 10. The rights and obligations of the Builders under the Assignment are several in accordance with their interests and not joint. Accordingly, whenever this Assignment by use of such designation as "each Builder," "such Builder," or similar term confers a right or imposes an obligation upon any Builder or its successor, such right or obligation shall be construed to accrue to or to be enforceable against only the specific Builder giving rise to such right or obligation and its successors as herein provided.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective names by duly authorized

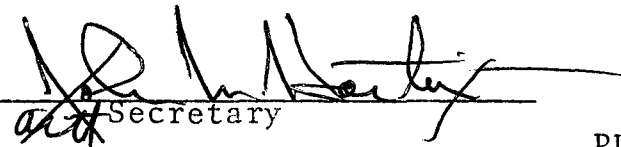
officials, and their respective seals to be hereunto
affixed and duly attested, all as of the date first above
written.

THRALL CAR MANUFACTURING COMPANY

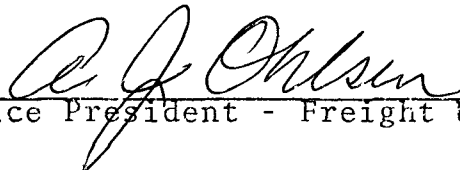
By: 
Vice President

[CORPORATE SEAL]

Attest:


Secretary

PULLMAN INCORPORATED (PULLMAN
STANDARD DIVISION)



By: 
Vice President - Freight Unit

[CORPORATE SEAL]

Attest:


Assistant Secretary

WHITTAKER CORPORATION (BERWICK
FORGE & FABRICATING DIVISION)

By: 
And: 

[CORPORATE SEAL]

Attest:





MELLON BANK, N.A., not in its individual capacity but solely as Agent,

By: Thomas P. Morrison J.
Authorized Agent

[CORPORATE SEAL]

Attest:

Brian J. Downing
Authorized Officer
BANKING OFFICER

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 1st day of September, 1977, before me personally appeared S D CHRISTIANSON, to me personally known, who, being by me duly sworn, says that he is a Vice President of THRALL CAR MANUFACTURING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]
Notary Public

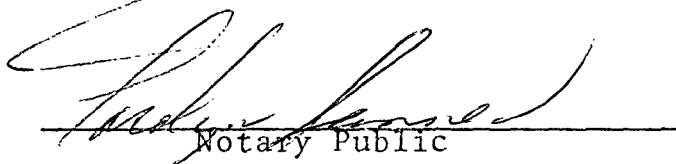
My commission expires

My Commission Expires Jan. 3, 1980

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 1st day of September, 1977, before me

personally appeared A. J. OLSEN, to me personally known, who, being by me duly sworn, says that he is Vice President - Freight Unit of PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My commission expires

My Commission Expires Jan. 3, 1980

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF COLUMBIA) SS:

On this 6TH day of September, 1977, before me personally appeared Howard E. McKinnon & James J. Malatras, to me personally known, who, being by me duly sworn, says that he is a signatory of WHITTAKER CORPORATION (BERWICK FORGE & FABRICATING DIVISION), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission expires

LLOYD H. ADAMS, NOTARY PUBLIC
BERWICK BOROUGH, COLUMBIA COUNTY
MY COMMISSION EXPIRES SEPT. 19, 1978
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

} SS:

On this 6th day of September, 1977, before me personally appeared Thomas F. Mosimann Jr. to me personally known, being by me duly sworn, says that he is an Authorized Officer of MELLON BANK, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national bank, that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.

Gladys M. Harper
Notary Public

GLADYS M. HARPER, Notary Public

Pittsburgh, Allegheny County, Pa.

My Commission Expires May 29, 1978

My commission expires *May 29, 1978*

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of the assignment made by, the foregoing Agreement and Assignment dated as of June 1, 1977, is hereby acknowledged as of June 1, 1977.

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, not in
its individual capacity but
solely as Trustee,

By:-

Authorized Officer

Attest:

Lupia B. Eichers
Authorized Officer